NO. 43200-5-II

IN THE WASHINGTON STATE COURT OF APPEALS,
DIVISION II

COUNTRY MANOR, LLC, a Washington limited liability company,

Appellant,

vs.

LES CLIFTON and LINDA A. CLIFTON,

Respondents.

REPLY BRIEF OF APPELLANT

Appeal from the Ruling of Judge Robert Lewis,
Clark County Superior Court

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A. INTRODUCTION.

The Respondents' ("Cliftons") Brief unnecessarily complicates the legal issues before this Court. There are two real issues:

1. Whether the undisputed fact that the Cliftons failed to obtain approval as tenants pursuant to RCW 59.20.073(6) should have resulted in entry of an unlawful detainer judgment at the show cause hearing on November 23, 2011?
2. Whether the Park as prevailing party is entitled to its attorney's fees and costs under RCW 59.20.110?

According to the Cliftons' Response, the Cliftons were not in unlawful detainer until the trial court ignored RCW 59.20.073 and allowed them to make an ex post facto application for tenancy. Brief of Respondent, p. 20. This argument is erroneous; as soon as the Cliftons first admitted that they had failed to obtain approval under RCW 59.20.073, the trial court should have issued a Writ of Restitution, rather than allowing a pointless trial when no material fact was in dispute. This Court should remedy that error by finding that the trial court should have issued a Writ of Restitution for the premises based upon the Cliftons' failure to secure approval for tenancy as required by RCW 59.20.073(2) and (6).

B. SUMMARY OF ARGUMENT.

The Cliftons' Response does not challenge the trial court's Finding of Fact II, and it is dispositive to this appeal:

> "Defendants are currently occupying the premises described in the complaint without the permission of the plaintiff and without a rental agreement." CP 246: 10-12.

This "finding of fact" has been undisputed since the commencement of this action. The Cliftons admitted that they refused to submit an application for tenancy at Lot 15 and that they were not approved for tenancy in Lot 15, *at the first show cause hearing in this action*. Brief of Respondent, pp. 2, 9; CP 69. The law is clear; moving into a mobile home lot without the Landlord's permission and without first providing the required 15 days' notice to the Landlord is itself a reasonable and sufficient ground for disapproval of the transfer of the prior tenant's rental agreement, and eviction. That is what the plain language of RCW 59.20.073(6) provides; specifically, it defines what a "reasonable disapproval" is under paragraph (5) of RCW 59.20.073.

By expressly requiring the Cliftons' strict performance of RCW 59.20.073, Country Manor simply insisted on its legal right and obligation to preserve the enforceability of the landlord's rules as mandated by RCW 59.20.045. Despite the Cliftons' aspersions to the contrary, it was they who sought to manipulate this statutory and contractual process at all

times by refusing to even start it with an application for tenancy of Lot 15. It is now self-evident that the Cliftons themselves sought to manipulate their own legal obligations by refusing to submit an application, because they did not qualify for tenancy at Country Manor based on their prior credit, rental, and criminal histories. If they had simply submitted an application like Ms. Ball, the Cliftons would have been accepted or rejected based upon the same criteria as Ms. Ball was accepted. Because they did not, it is disingenuous, if not pejorative, for the Cliftons to now complain that they were not treated the same as Ms. Ball.

With respect to attorney's fees, the trial court indeed ruled that neither party prevailed after the trial on January 6, 2012. 3RP 205:10-19. Had the court applied RCW 59.20.073(6) correctly, it should be self evident that this action arose under RCW 59.20 *et seq.* *See* Appellant's Brief, pp. 17-22. However, the court instead ordered the Cliftons to apply for tenancy to retrospectively comply with RCW 59.20.073(6) *ex post facto*. At the final hearing on February 10, 2012, after determining that the Landlord's disapproval of the tenancy was reasonable, the trial court ruled: "I find that since [the Landlord] decided not to have a contract [with the Cliftons] on the lot that he's trying to evict them from, there's no basis for anything but statutory attorney fees." 4RP 16:1 – 16:16.

Nevertheless, regardless of the manner in which Country Manor prevailed, it is entitled to an award of statutory attorney fees because it prevailed by obtaining the Cliftons' eviction from the Park in this unlawful detainer action arising under RCW 59.20 *et seq.*, RCW 59.20.110; .073.

C. ARGUMENT.

The Cliftons do not dispute that the standard of review for all issue in this appeal is *de novo*.

Instead, the Cliftons fixate on their unsupported assertion that the purpose of the Manufactured/Mobile Home Landlord Tenant Act, RCW 59.20 ("MHLTA") can be discerned from legislative findings associated with RCW 59.22.[1] Although a non-sequitur, the Cliftons' legal basis for their argument is incorrect.

First, RCW 59.20 does not have any legislative findings of intent. RCW 59.22.010, to which the Cliftons refer in their Brief at p. 19, is a statute pertaining to mobile home park *conversions* to another land use as allowed by RCW 59.20.080(1)(e). It is a bit of a stretch to discern anything about the Legislature's intent regarding the enactment of the

[1]In enacting RCW 59.22 in 1995, the Legislature repealed its predecessor statute, RCW 59.21, Laws of 1995, ch. 122, § 13, which this Court declared unconstitutional in *Guimont v. Clarke*, 121 Wn.2d 586, 854 P.2d 1 (1993).

MHLTA, from a later statute that addresses the elimination of tenancies all together.

In any event, although the Legislature's intent with respect to a statute should be gleaned from looking at the statute as a whole, *King County v. Central Puget Sound Growth Mgmt. Board*, 142 Wn.2d 543, 560, 14 P.3d 133 (2000), statements of legislative intent are irrelevant to a court's analysis when the statutory language is unambiguous. *Little Mountain Estates Tenants Ass'n. v. Little Mountain Estates MHC LLC*, 169 Wn.2d 265, 270, 236 P.3d 193, 195 (2010).

Here, RCW 59.20.073(6) is unambiguous insofar as it provides that the Cliftons' failure to obtain the Landlord's permission to move onto a mobile home lot is "sufficient" to deny approval.

Furthermore, there are other purposes in the MHLTA, most notably protection of the park owners' property interests. As our Supreme Court recognizes, "the right to possess, to exclude others, or to dispose of property are fundamental attributes of property ownership." *Manufactured Housing v. State,* 142 Wn.2d 347, 364, 18 P.3d 283 (2000). Here, these attributes of ownership in *Manufactured Housing* are even more compelling in this unlawful detainer action under RCW 59.20.080, which for example, recognizes the authority of a park owner to terminate a

lease for a variety of tenant actions and further recognizes that an owner may cease operating a mobile home park entirely. RCW 59.20.080(1)(e). More recently, Division III reviewed and cited both *MHCW* and its preceding progeny of common law interpreting Article 1 §7 of Washington's state constitution, and once again reaffirmed that the right to exclude or evict others is a fundamental property right:

> ...The right to exclude others is an essential stick in the bundle of property rights. *City of Sunnyside v. Lopez*, 50 Wn. App. 786, 795 n.7, 751 P.2d 313 (1988) (citing *Kaiser Aetna v. United States*, 444 U.S. 164, 179-80, 100 S. Ct.; *Excelsior Mortg. Equity Fund II v. Schroeder*, 383, 62 L. Ed. 2d 332 (1979)); and see *Manufactured Hous. Cmtys. of Wash. v. State*, 142 Wn.2d 347, 364, 13 P.3d 183 (2000) (the right of unrestricted use, enjoyment, and disposal is a substantial part of property's value (quoting *Ackerman v. Port of Seattle*, 55 Wn.2d 400, 409, 348 P.2d 664 (1960), abrogated on other grounds by *Highline Sch. Dist. No. 401 v. Port of Seattle*, 87 Wn.2d 6, 548 P.2d 1085 (1976));

Excelsior Mortgage Equity Fund II, LLC v. Steven F. Schroeder, et al., October 18, 2012 Slip Opinion, at p. 11-12 (copy attached).

RCW 59.20.073 recognizes this fundamental property right as well by giving the park owner the authority to approve or disapprove a tenancy, by requiring that any tenant serve timely written notice of a prospective lease assignment, arrange for an interview, and obtain prior written approval from the Landlord before moving in. This right to screen and approve a tenancy under the MHLTA is even more compelling than in a

typical residential tenancy under Chapter 59.18 RCW, or any other tenancy in Washington, because a mobile home tenant is deemed by statute to have a perpetually renewing one year tenancy that no landlord may terminate without one or more of the thirteen (13) reasons for a just cause eviction identified in RCW 59.20.080. RCW 59.20.050; .090.

RCW 59.20.073 preserves the landlord's fundamental property right to exclude unqualified tenants from the landlord's property who could otherwise occupy the property in perpetuity. The safeguards provided for in RCW 59.20.073(2) and (6) balance the landlord's fundamental property rights with the tenant's legal right to a one-year tenancy that can be assigned to a purchaser of the tenant's home, but only after first obtaining the landlord's written permission.

For each of the above and below reasons, this Court should conclue that the trial court should have issued a Writ of Restitution for the premises based upon the Cliftons' failure to secure approval for tenancy prior to their purchase of the home and occupation of the lot, as unambiguously provided by RCW 59.20.073(2) and (6).

(1) The Trial Court Incorrectly Injected a Reasonableness Analysis under RCW 59.20.073(6), Both at the Show Cause Hearing and Trial.

The purpose of the unlawful detainer procedure is to streamline the process, not prolong it. *Christensen v. Ellsworth*, 162 Wn.2d 365, 370-71,

173 P.3d 228, 231 (2007); *MacRae v. Way*, 64 Wn.2d 544, 546, 392 P.2d 827, 829 (1964). The trial court thwarted that procedure in a number of ways, including:

(1) by making erroneous legal rulings which permitted an additional hearing and trial dates that spanned months beyond the expedited proceeding required by RCW 59.18.380 (incorporated by RCW 59.20.040); and

(2) by exercising jurisdiction it did not have to require the parties to complete an absurd ex post facto judicial "application" process that exceeded the trial court's narrow subject matter jurisdiction to resolve issues of possession in one of two ways;

(3) by failing to either enter final judgment in favor of the landlord, or an order of dismissal in favor of the tenant, because the law mandates that the trial court do one or the other upon the completion of any eviction trial pursuant to RCW 59.18.390. *Id.*

It is certainly true that RCW 59.20.073 requires that a tenant may transfer a rental agreement to any person to whom the tenant sells or transfers title to the mobile home, but only if the tenant strictly complies with the procedures set out by RCW 59.20.073.

Although not relevant should this Court agree that RCW 59.20.073(6) is unambiguous, the language of the statute at issue in this

appeal was added by the legislature in 1993 as a "compromise worked out between park owners and tenants to address mobile home landlord tenant issues." *See* ESSB 5482, House Bill Report, in Appendix, attached hereto. Before 1993, the MHLTA provided that failure of the tenant to arrange an interview to discuss assignment of the rental agreement was grounds for disapproval of such a transfer. See Session Laws, in Appendix, attached hereto. In 1993, the legislature specifically added "*failure of the current or new tenant to obtain approval of the landlord for assignment of the rental agreement*" as grounds for disapproval of a transfer. 1993 Session Laws, Ch. 66, Sec. 19 (in Appendix, attached hereto), RCW 59.20.073(5).[2]

The Cliftons acknowledge that they were being treated by the Landlord as a new tenant for purposes of assignment, yet they refused to cooperate with the Landlord's requests. 2RP 88:15-22. Brief of Respondent, pp. 9, 20. The trial court, however, erred when the court interjected some "shifting kind of a burden" upon the Landlord, despite the clear language to the contrary under RCW 59.20.073(6), 1RP 19:6-9. This erroneous interpretation eviscerated the plain language in RCW 59.20.073(6) of any meaning whatsoever, and did not afford Country Manor its fundamental property right to exclude and evict the Cliftons.

[2]Now codified as RCW 59.20.073(6).

The trial court should not have required a further evidentiary hearing or trial to determine whether the Cliftons had been reasonably or unreasonably disapproved, when they had not just failed, but refused to make any effort to obtain the Landlord's approval. 2RP 32-33, 38, 95, 98; *compare to* RCW 59.20.073(6).

The essence of the Cliftons' defense to the eviction unreasonably relies on their prior tenancy and occupancy for Lot 5, and that they were already current residents of the community, and thus should not have been required to re-apply for tenancy at Lot 15 approximately 3½ years later. 1RP 10:12-11:4; Brief of Respondents at 22.

First, from a factual and legal standpoint, the only approved tenant on the rental agreement for Lot 5 was Linda Clifton, and that had occurred four years previous. TE 7. Mr. Clifton had never entered into a rental agreement. He moved in subsequent to Linda Clifton's approval, without obtaining prior approval of his residency. 2RP 83.

Furthermore, under the MHLTA, a "Tenant" means "any person, except a transient, who rents a mobile home lot." RCW 59.20.030(18). Linda Clifton rented and had a rental contract for Lot 5. She did not rent, nor did she have a rental contract for, Lot 15. With respect to rental agreements, the MHLTA is replete with references to "a mobile home lot"

being the subject of the rental, not "a mobile home community." See e.g., 59.20.040; 59.20.050(1); 59.20.060(1).

The inconsistency of the Cliftons' argument is further demonstrated by analogy to another precondition to assignment of a rental agreement; payment of back rent. A timely application is not the only prima facie sufficient reason for any landlord to deny any request to transfer any rental agreement upon sale of a mobile home. Just as approval of the tenancy must be obtained prior to assignment of a tenancy, the back rent must be paid *before* any assignment of any tenancy. Just like this RCW 59.20.073(6) requires prior notice of any sale, the failure to pay the back rent is itself a separate and independent basis to deny any transfer of tenancy. RCW 59.20.073(2) and (6). Although back rent is not at issue in this appeal, under Cliftons' theory, the selling tenant could refuse to pay back rent and the Cliftons could still move in, because it is unreasonable to require that they be responsible for the prior tenant's rent *even though that is exactly what the plain language of .073(2) and (6) provide*. The statute does not allow for the absurd application of statute that the Cliftons seek.

The Cliftons argue that *Leda v. Whisnand* somehow required that this matter be set-over for additional evidentiary hearings in this matter. 150 Wn. App. 176, 207 P.3d 468 (2009). Brief of Respondent, pp. 23–25. RCW 59.18.380 does not allow this result in a case like this where the

parties did not dispute that the Cliftons moved in without Country Manor's prior written permission as required by RCW 59.20.073. As noted before in Appellant's (Country Manor) Opening Brief, the parties had an opportunity to testify at the show cause hearing and did so. Appellant's Brief, pp. 15–16. There was no substantial issue of material fact that the Cliftons had failed to provide the required notice under RCW 59.20.073 and obtain approval of their tenancy. The trial court erroneously concluded that the language of RCW 59.20.073 was not dispositive in spite of the legislature's express identification of specific reasons for denial in RCW 59.20.073(6). Because the Cliftons admitted since the commencement of this action that they moved in without the Landlord's prior written approval, and without the timely notice required by RCW 59.20.073(2), there was "no substantial issue of material fact" necessitating another evidentiary hearing. RCW 59.18.380.

The Cliftons further try to justify this process by raising a number of other irrelevant issues under the guise of equitable defenses.[3] Brief of

[3]Retaliation and discrimination were not raised at the Show Cause Hearing. Regardless, an equitable defense arises only when there is "a substantive legal right, that is, a right that comes within the scope of judicial action, as distinguished from a mere moral right." *Port of Longview v. Int'l Raw Mats.*, 96 Wn. App. 431, 437 (1999); *Stephanus*, 26 Wn. App. at 331 (equitable defense must be premised upon an established substantive legal right). Here there is no such substantive legal right to a tenancy without approval of the tenancy in the premises they seek to possess. Equity cannot provide a remedy where legislation denies it. *Stephanus v. Anderson*, 26 Wn. App. 326, 334, 613 P.2d 533 (1980).

Respondent at 22. They argue, for example, that the landlord inconsistently applied it policies by approving the prior transfer of the lease for Lot 5 from the Cliftons to Eva Ball. 1RP 8:10-14. The key distinction is that prior to the transfer from Clifton to Ball, her application was updated, notice was given to the landlord, and it was approved by the landlord. TE 15. Country Manor's reasonable policy is to allow applicants to update their application and not pay a new screening fee if updated within ninety (90) days. 2RP 34:22-35:5. Unlike Ball, the Cliftons refused to submit an application, let alone update a current one that they submitted within 90 days.

Notwithstanding that Mr. Clifton was not even on a lease, 1 RP 12:16-25, and that the Cliftons both failed to give prior notice and failed to obtain prior written approval of either their prior or new tenancy, the trial court at the Show Cause hearing erroneously ruled that paragraph 6 of RCW 59.20.073 was not dispositive as a matter of law. 1RP 19:6-9.

RCW 59.20.073(6) is not a rule or lease provision that is subject to discretion; it is the law. Because the trial court incorrectly applied the law, this Court should remedy that error by finding that the trial court should have issued a Writ of Restitution for the premises based upon the Cliftons' failure to secure approval for tenancy prior to the purchase of the

home and occupying the lot with their mobile home, as unambiguously provided under RCW 59.20.073(2) and (6).

(2) Country Manor Is Entitled to Its Attorney Fees At Trial and On Appeal.

The Cliftons disingenuously argue that since the court ultimately granted the relief sought by the Landlord on the basis of the Landlord's disapproval of their tenancy, the Landlord should not be entitled to its attorney's fees under RCW 59.20.110, even though the Landlord was forced to complete this unlawful detainer action in order to obtain possession of the premises for the Cliftons' violations of RCW 59.20.023.

The Cliftons cite, without any authority, that the manner in which the result was achieved precludes an award of attorney fees. However, even if the trial court were correct in requiring an application process and concluding that the application was reasonably denied, that legal conclusion itself "arises out of" RCW 59.20.073. The issue is possession of the lot, and although the Landlord asserts that this issue was resolved under RCW 59.20.073(6), the issue of possession in the trial court's view was determined by application of RCW 59.20.073(5). Either way, the action arose out of the MHLTA.

As the Cliftons agree, under RCW 59.20.110, the prevailing party is entitled to its reasonable attorney fees and costs. Brief of Respondent,

p. 28, citing *Hartson P'ship. v. Martines*, 123 Wn. App., 36, 45, *review denied*, 154 Wn.2d 1010 (2004). When reviewing an award of attorney fees, the relevant inquiry is first, whether the prevailing party was entitled to attorney fees, and second, whether the award of fees is reasonable. *Ethridge v. Hwang*, 105 Wn. App. 447, 459, 20 P.3d 958, 966 (2001). Whether a party is entitled to attorney fees is an issue of law which is reviewed de novo. *Id.* at 460.

Applying the inquiry here, first, the trial court erred in failing to award the Landlord (Country Manor) its attorney fees under RCW 59.20.110, and the appellate court reviews this issue de novo. *Ethridge v. Hwang*, 105 Wn. App. 447, 460, 20 P.3d 958, 966 (2001).

RCW 59.20.110 authorizes the recovery of attorney fees in "any action arising out of [the MHLTA]." Under the MHLTA, the award of fees is mandatory. Whether there is a lease or not, the landlord is entitled to its attorney fees under the MHLTA. The landlord's claims here arose out its legal right to deny an assignment of the lease under RCW 59.20.073. The application of RCW 59.20.073 was central to the disposition of this case. *See also* Brief of Appellant, pp. 18-21.

Second, the trial court failed to even consider the reasonableness of the fees, but simply stated that since there was no contract, only statutory fees and costs should be awarded. The trial court's award of "statutory"

fees of $200.00 as costs is unreasonable and a manifest abuse of the court's discretion.

When reviewing the amount of attorney fees, the appellate court determines the reasonableness of the award under an abuse of discretion standard. *Scott Fetzer Co. v. Weeks*, 122 Wn.2d 141, 147, 859 P.2d 1210 (1993); *Ethridge* at 460. The lodestar method of calculating a reasonable attorney award is the default principle in Washington law for calculating reasonable attorney fees. *Mahler v. Szucs*, 135 Wn.2d 398, 433-34, 957 P.2d 632 (1998). In essence, a court must multiply a reasonable number of hours by a reasonable hourly rate. RPC 1.5 also provides an appropriate context for the reasonableness of the fees. The trial court, by failing to award attorney fees under the MHLTA, did not even consider the reasonableness of the fees, and this Court should reverse that ruling under its *de novo* review.

Finally, the Cliftons argue they are entitled to attorney fees on appeal pursuant to RCW 59.20.110; RAP 18.1. They offer nothing to dispute the authorities cited in Appellant's (Country Manor) Opening Brief at pp. 20-22 that Country Manor is entitled to its fees here if the Court agrees with Country Manor's arguments.

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D. CONCLUSION.

This Court should: (1) reverse the trial court's Judgment with respect to attorney fees and costs on appeal, and award reasonable attorney fees and costs at trial and on appeal to Country Manor; and (2) reverse the trial court's ruling assigning this matter to trial, or in the alternative, reverse the trial court's ruling following trial, and enter Judgment for unlawful detainer for the Cliftons' failure to comply with RCW 59.20.073.

DATED this 22nd day of October, 2012.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on October 22, 2012, I caused a true and correct copy of this *Reply Brief of Appellant*, to be sent to:

Donald A. Esau, P.S. P.O. Box 822050 7711 N.E. 110th Avenue Vancouver WA 98682-0047 Attorney for Defs./Respondents	☑ U.S. Mail (1st Class) ☐ Federal Express ☐ Email to *donesaulaw@juno.com* ☐ Fax to *360.253.5296* ☐ Legal Messenger
Court of Appeals, Div. II ATTN: Clerk/Administrator 950 Broadway, Ste. 300 Tacoma, WA 98402	☑ U.S. Mail (1st Class) ☐ Federal Express ☐ Email to *coa2filings@courts.wa.gov* ☐ Fax to *253.593.2806* ☐ Legal Messenger

Dated this 22 day of October, 2012, at Puyallup, Washington.

Janice L. Munson

Janice L. Munson

FILED

October 18, 2012

In the Office of the Clerk of Court
WA State Court of Appeals, Division III

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION THREE

EXCELSIOR MORTGAGE EQUITY FUND II, LLC, an Oregon limited liability company, Respondent, v. STEVEN F. SCHROEDER, a married man, Appellant, ANTHONY BELL, an individual, Defendant.	)	No. 30333-1-III PUBLISHED OPINION

Siddoway, J. — When a landowner fails to remove personal property following foreclosure of his real property and a determination that he is in unlawful detainer, does a trial court act within its jurisdiction in authorizing the purchaser of the land to sell or dispose of the personal property for the former landowner's benefit? We hold that it does, affirm the reasonable postjudgment order entered by the court in this case, and award Excelsior Mortgage Equity Fund II LLC its attorney fees.

FACTS AND PROCEDURAL BACKGROUND

This is the fourth time these parties and this dispute have reached this court. We recount only the limited background relevant to this appeal.[1]

Steven Schroeder formerly owned a 200-acre ranch in Stevens County. He obtained a loan from Excelsior Mortgage that was secured by a deed of trust against the real property. When he defaulted in payment of the loan, Excelsior filed an action to judicially foreclose its deed of trust. It later negotiated to foreclose nonjudicially. The nonjudicial foreclosure process culminated in a trustee's sale on February 19, 2010, at which Excelsior purchased the property. Excelsior was entitled to possession 20 days later, on March 11. RCW 61.24.060(1).

Before borrowing from Excelsior, Mr. Schroeder had owned the ranch for decades. Over the years, he accumulated and stored an enormous amount of personal property on it, including hundreds of old vehicles, bicycles, vehicle and bicycle parts, tires, and household appliances. He also kept animals on the property, including two dozen cows, several horses, and a large bull.

Excelsior agreed following its purchase at the trustee's sale to extend the time for

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[1] For additional detail, see *Schroeder v. Excelsior Management Group, LLC*, noted at 162 Wn. App. 1027, 2011 WL 2474337, *review granted*, 173 Wn.2d 1013 (2012); *Schroeder v. Haberthur*, noted at 164 Wn. App. 1012, 2011 WL 4599661, *review granted*, 173 Wn.2d 1020 (2012); and *Excelsior Mortgage Equity Fund II, LLC v. Schroeder*, noted at 166 Wn. App. 1004, 2012 WL 210921, *petition for review filed*, No. 87057-8 (Wash. Feb. 28, 2012).

Mr. Schroeder to remove his personal property and animals and for Mr. Schroeder's tenant, Anthony Bell, to vacate a mobile home that he rented on the property. It granted them an additional three weeks' occupancy, to April 1. On March 10, Mr. Schroeder obtained an estimate from a moving company of the cost of removing his personal property. The company estimated that to remove what it was capable of moving would require "approximately 4 people[,] 2 straight trucks per day . . . for a minimum of 90 days," explaining that its estimate did not include "the cars and many items that we are just prohibited to move." Clerk's Papers (CP) at 22. It estimated the cost of its partial removal of the property at $15,750 plus $3,000 in packing material.

April 1 arrived, and Mr. Schroeder and Mr. Bell had not enlisted the moving company's services or otherwise vacated the property. On April 30, Excelsior filed a complaint for unlawful detainer. The trial court eventually entered summary judgment in Excelsior's favor and entered a final order and judgment on December 7. Its order adjudged Mr. Schroeder to be in unlawful detainer and stated that Excelsior "is granted immediate possession of the Premises." CP at 319. It also provided that a writ of restitution "should be issued to the county sheriff directing him to deliver possession of the Premises to the Plaintiff." *Id.*

An inspection by Excelsior in the spring revealed that Mr. Schroeder had made few, if any, attempts to remove his property and animals. Its manager's chance encounter

with Mr. Schroeder during the inspection confirmed that Mr. Schroeder continued to claim ownership to the personal property; according to the manager, Mr. Schroeder "even went so far as to question whether we had entered any of the buildings and stolen anything." CP at 14.

The unlawful detainer act, chapter 59.12 RCW, does not spell out a procedure by which Excelsior could sell or dispose of Mr. Schroeder's property. Excelsior explains on appeal that it did not pursue the writ of restitution ordered by the court because Mr. Schroeder and Mr. Bell were no longer living at the property, implying that removal of the two individuals would have been the only reason for pursuing execution of the writ. Seeking to avoid any further litigation with Mr. Schroeder, Excelsior identified provisions of the Residential Landlord-Tenant Act of 1973, chapter 59.18 RCW, which—while not applicable by its terms—nonetheless address how a landlord may dispose of personal property left behind by an evicted tenant. It decided to ask that the court adapt that procedure for its disposal of Mr. Schroeder's property, later explaining:

> The Residential Landlord-Tenant Act of 1973 was enacted in order to provide residential tenants greater protection from landlords. Because these statutes provide the highest level of protection for tenants, it is more than reasonable for Excelsior to follow the procedures under the residential act for sale/disposal of Schroeder's personal property. By doing so, Excelsior gives this former owner the highest level of protection available, despite the fact that he is not entitled to that protection by statu[t]e.

CP at 6.

On March 25, 2011, Excelsior sent Mr. Schroeder what it entitled a "Notice of Sale or Disposal of Abandoned Property," providing Mr. Schroeder 45 days, or until May 12, to remove anything of value he had stored on the property. Mr. Schroeder took no action to comply.

On May 24, Excelsior moved the trial court for an order allowing it to dispose of the personal property remaining on the property. Mr. Schroeder opposed the motion, contending that "this Court has no authority to grant the Plaintiff's Motion to dispose of Mr. Schroeder's personal belongings." CP at 30. The trial court granted Excelsior's motion. Its order, entered on September 26, authorized Mr. Schroeder to enter the property until October 15 "only for purposes of removing his personal property and animals." CP at 141. Its order excluded him from the property thereafter, and, with respect to any property remaining on the property that was thereafter sold, ordered:

> Any proceeds obtained from the sale of personal property or animals belonging to Steven F. Schroeder shall be applied first toward Plaintiff's costs associated with storing, removing, and/or selling the property, and second toward off-setting the outstanding judgment in this case.

CP at 142.

After Mr. Schroeder's motion for partial reconsideration was denied, he timely appealed.[2]

[2] In filing his notice of appeal, Mr. Schroeder posted a $500 bond. Excelsior objected to it as insufficient. On November 15, the trial court agreed with Excelsior and set the bond amount at $24,400. Mr. Schroeder evidently did not post the required bond.

ANALYSIS

I

The deed of trust act, chapter 61.24 RCW, provides that the purchaser at a trustee's sale is entitled to possession on the twentieth day following the sale and "shall also have a right to the summary proceedings to obtain possession of real property provided in chapter 59.12 RCW," the unlawful detainer act. RCW 61.24.060(1). RCW 59.12.170 provides that if the trial court in a commercial unlawful detainer action finds in favor of the plaintiff, "judgment shall be entered for the restitution of the premises." In those cases where a defendant found in unlawful detainer does not voluntarily vacate, the usual remedy for restoring the plaintiff's possession is to enforce the judgment "for the possession of the premises," RCW 59.12.170, by causing the county sheriff to execute a writ of restitution.

The sheriff's authority under a writ of restitution extends to removing a defendant's personal property from the premises. *See Christensen v. Hoover*, 643 P.2d 525, 528 (Colo. 1982) (finding it to be the officer's duty under a writ of restitution "not only to remove the tenant, but also to remove the tenant's personal property and effects" where unlawful detainer statute provided that landlord was entitled to restitution, or full

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We understand that Excelsior has proceeded to dispose of at least some of the property, but the extent of its action taken on the court's order is outside the record. No one has argued that the appeal is moot.

possession, of the premises); *cf. Chung v. Louie Fong Co.*, 130 Wash. 154, 156, 226 P. 726 (1924) ("[the plaintiff] remaining in possession, the sheriff dispossessed him, putting his personal property in the road adjacent to the premises"); *Johnson v. Nelson*, 146 Wash. 500, 501, 263 P. 949 (1928) (following service of the writ of restitution and the occupant's failure to vacate, the sheriff "secured the services of some men and removed the belongings of respondents from the premises into the highway near by"); RCW 36.28.010(3) (sheriff is the "conservator of the peace of the county" and shall execute "the process and orders of the courts of justice or judicial officers . . . according to law"), .050 ("Any sheriff . . . may require an indemnifying bond of the plaintiff in all cases where he or she has to take possession of personal property."). In this connection, Excelsior's implicit position that a writ of restitution authorizes a sheriff to assist in removing only people, not property, is mistaken.[3]

[3] Mr. Schroeder is equally mistaken in his position that Excelsior's failure to cause execution of the writ means that he—not Excelsior—remained entitled to legal possession of the real property, a conclusion that he incorrectly draws from the statement in *Port of Longview v. International Raw Materials, Ltd.*, 96 Wn. App. 431, 446, 979 P.2d 917 (1999) that "[a] writ of restitution does not have any immediate effect on the tenant's property interests." This statement in *Port of Longview* refers to service of a prejudgment writ, which cannot be executed until a defendant has had an opportunity to be heard. The decision nowhere states or implies that execution of the writ is essential to establishing the plaintiff's right of possession. RCW 59.12.090 states that the plaintiff "may" apply for a writ of restitution. By its plain terms, the party entitled to restitution of the premises is not required to obtain execution of a writ of restitution, and parties found to be in unlawful detainer often vacate without being compelled to do so by the county sheriff. While a writ of restitution is a tool for securing compliance with the judgment, it is the judgment itself that grants legal possession to the landowner.

But while the sheriff can remove or oversee the landowner's removal of a dispossessed defendant's personal property pursuant to a writ of restitution, it is understandable that Excelsior would not regard a customary writ of restitution as a practical or adequate means of enforcing Excelsior's right of possession. The 90-day, 4-man, $15,000 estimate for *partial* removal that Mr. Schroeder received from the moving company is compelling evidence that the writ procedure was inadequate. And, as described by Excelsior's manager:

> The 200 acre property remained littered with old vehicles (approximately 200 to 300 of them), most of which were rusted shells that showed obvious signs of having been there for decades. In fact, many had sunk deeply into the soil. All appearances suggested that the vehicles were little more than rusted scrap with little to no value, especially given the amount of work and associated cost that would be required to remove them from the Premises. In addition, there were hundreds of old and rusted bicycles, vehicle and bicycle parts, tires, and miscellaneous junk, all of which appeared to be old, dilapidated, and of little or no value. The vast majority of the items were unprotected from the elements and badly damaged by decades of neglect.

CP at 13. Yet Excelsior was faced with Mr. Schroeder's position these items were his personal property, in which he claimed a continuing interest. Under these circumstances, Excelsior reasonably sought an alternative to enlisting the Stevens County Sheriff to supervise removal of Mr. Schroeder's property to the county's right of way on an adjacent highway.

The process for disposing of property ordered by the court was largely adapted, as

suggested by Excelsior, from a residential landlord's rights and duties to store, sell, or dispose of personal property left behind by an evicted tenant. *See* RCW 59.18.312. Mr. Schroeder does not identify any respect in which the process was unreasonable; as Excelsior points out, Mr. Schroeder was ultimately afforded 602 days to remove his personal property following the trustee's sale. Br. of Resp't at 20. Instead, Mr. Schroeder argues that the trial court lacked jurisdiction to order the procedure in an unlawful detainer proceeding that was not subject to the Residential Landlord-Tenant Act.

An unlawful detainer action is a "narrow one, limited to the question of possession and related issues such as restitution of the premises and rent." *Munden v. Hazelrigg*, 105 Wn.2d 39, 45, 711 P.2d 295 (1985). Mr. Schroeder argues that the trial court lacked jurisdiction to entertain what he characterizes as a claim of "abandonment" that Excelsior was raising for the first time by its postjudgment motion. Determining subject matter jurisdiction is a question of law reviewed de novo. *ZDI Gaming, Inc. v. State Gambling Comm'n*, 173 Wn.2d 608, 624, 268 P.3d 929 (2012) (J.M. Johnson, J., dissenting).

Mr. Schroeder characterizes the term "abandon" as used in the court's order[4] as

[4] The court entered a finding that because Mr. Schroeder had not removed his personal property and animals despite more than reasonable notice, he "has *abandoned* any personal property or belongings remaining on the Real Property after October 15, 2011," and ordered that any personal property not removed by October 15 "will be considered *abandoned* and [Excelsior] may proceed with disposing of all remaining items at that time." CP at 141 (emphasis added).

referring to the common law defense to conversion. Relying on a 63-year old Kentucky decision, *Ellis v. McCormack*, 309 Ky. 576, 578, 218 S.W.2d 391 (1949), he argues that to prove abandonment, Excelsior must prove his "(1) voluntary relinquishment of possession, and (2) intent to repudiate ownership."

In *Ellis*, the lessor of a coal mine sold coal slack left at its property by a former lessee, who had quit all mining operations and terminated its lease seven years earlier. The lessee nonetheless sued to recover the proceeds of the lessor's sale of the slack, arguing that the lessor had converted property that belonged to the lessee. The lessor defended on the basis that the slack had been abandoned by the lessee and that it was therefore entitled to sell the slack for its own account. The former owner of property that is "abandoned" in this sense loses any ownership interest it once had. *State v. Kealey*, 80 Wn. App. 162, 171-72, 907 P.2d 319 (1995).

Mr. Schroeder also argues that if Excelsior's motion is not a claim for "abandonment," it must necessarily have been some other, new cause of action, but was fatally vague, since he was not able to identify affirmative defenses or conduct discovery.

Mr. Schroeder's error in both cases is in construing Excelsior's motion as seeking to establish any new rights or duties at all. It was not. It was merely seeking an order setting forth a framework for enforcing the judgment the court had already entered.

It is clear from the face of the order that the words "abandon" or "abandoned"

were used colloquially by the trial court and do not reflect any finding by the court that Mr. Schroeder *intended* to relinquish ownership. And Excelsior never asked for a determination that what it characterized as Mr. Schroeder's "junk" belonged to it. The trial court's order did not operate to deprive Mr. Schroeder of ownership. To the contrary, it gave Mr. Schroeder an additional 19 days to remove "*his* personal property and animals" from the property. CP at 141 (emphasis added). If his belongings were not removed, the order denied Mr. Schroeder further access to the real property and authorized Excelsior to sell or otherwise dispose of the personal property, but with all proceeds to be applied to costs for which Mr. Schroeder would be responsible or to his judgment liability—in other words, for Mr. Schroeder's benefit. *Cf. Quinn v. Cherry Lane Auto Plaza, Inc.*, 153 Wn. App. 710, 722, 225 P.3d 266 (2009) (there can be no claim of conversion where the owner declines to retrieve its property from a party in possession who makes no claim that the property is its own).

Rather than assert any new claim or different rights, Excelsior's motion simply asked the court to approve a procedure by which it could effectuate the judgment to which it had already proved it was entitled: a judgment "for the restitution of the premises." RCW 59.12.170. The right to exclude others is an essential stick in the bundle of property rights. *City of Sunnyside v. Lopez*, 50 Wn. App. 786, 795 n.7, 751 P.2d 313 (1988) (citing *Kaiser Aetna v. United States*, 444 U.S. 164, 179-80, 100 S. Ct.

383, 62 L. Ed. 2d 332 (1979)); *and see Manufactured Hous. Cmtys. of Wash. v. State*, 142 Wn.2d 347, 364, 13 P.3d 183 (2000) (the right of unrestricted use, enjoyment, and disposal is a substantial part of property's value (quoting *Ackerman v. Port of Seattle*, 55 Wn.2d 400, 409, 348 P.2d 664 (1960), *abrogated on other grounds by Highline Sch. Dist. No. 401 v. Port of Seattle*, 87 Wn.2d 6, 548 P.2d 1085 (1976))).

The request for an order effectuating the court's judgment for restitution of the premises to Excelsior did not stray beyond the trial court's narrow jurisdiction in an unlawful detainer action. "Although the court [in an unlawful detainer action] does not sit as a court of general jurisdiction to decide issues unrelated to possession of the subject property, it may resolve any issues necessarily related to the parties' dispute over such possession." *Port of Longview v. Int'l Raw Materials, Ltd.*, 96 Wn. App. 431, 438, 979 P.2d 917 (1999) (citation omitted). "When jurisdiction is . . . conferred on a court or judicial officer all the means to carry it into effect are also given." RCW 2.28.150. The plain and principal authority of the court in an unlawful detainer proceeding is to determine who has the right of possession of real property and to restore that person to possession. While the unlawful detainer provisions identify the writ of restitution as the ordinary means for enforcing the court's award of possession, they do not prescribe the terms of the writ or deprive the court of authority to enforce its judgment by other means.

The trial court had jurisdiction to enter the order, which is affirmed.

II

Both parties request attorney fees on appeal as prevailing parties under RCW 4.84.330, relying on an attorney fee provision in their deed of trust. Excelsior is the prevailing party. A party may be awarded contractual attorney fees at the trial and appellate level under any law that grants the right to recover them. RAP 18.1.

Washington law generally provides for an award of attorney fees when authorized by contract, a statute, or a recognized ground of equity. *Labriola v. Pollard Group, Inc.*, 152 Wn.2d 828, 839, 100 P.3d 791 (2004); *Bingham v. Lechner*, 111 Wn. App. 118, 133-34, 45 P.3d 562 (2002) (stating that the party that prevails in a proceeding to foreclose a deed of trust is entitled to an award of fees if the deed of trust provides for such an award). RCW 4.84.330 addresses a different circumstance; it extends the right to recover fees to a prevailing party whose contract with its adversary contains an attorney fee provision, but one that is unilateral, operating only if its adversary prevails. As to those contracts, RCW 4.84.330 provides a statutory award that, as a practical matter, makes the unilateral contractual fee provision bilateral.

The attorney fee provision in Mr. Schroeder's deed of trust in favor of Excelsior is bilateral, so the contractual right, rather than RCW 4.84.330, is the source of any entitlement to fees. *Cornish Coll. of the Arts v. 1000 Va. Ltd. P'ship.*, 158 Wn. App. 203, 231, 242 P.3d 1 (2010) ("When a contract includes a bilateral attorney fees provision, 'it

is the terms of the contract to which the trial court should look to determine if such an award is warranted.'" (quoting *Kaintz v. PLG, Inc.*, 147 Wn. App. 782, 790, 197 P.3d 710 (2008))), *review denied*, 171 Wn.2d 1014 (2011). The fee provision in the parties' deed of trust states:

> In the event suit or action is instituted to enforce or interpret any of the terms of this Trust Deed, including, but not limited to, any action or participation by Borrower as a debtor in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, including, without limitation, attorney fees.

CP at 222. The parties' mutual requests for fees reflect their agreement that the action below is one that was "instituted to enforce . . . the terms of this Trust Deed." *Id.*

In his reply brief, Mr. Schroeder belatedly argues that we should deny Excelsior's request for fees on account of insufficient argument under RAP 18.1, as well as its mistaken reliance on RCW 4.84.330. Excelsior devoted a section of its brief to its fee request, cited RAP 18.1, and placed its ultimate reliance on its contractual right to fees under its deed of trust and promissory note from Mr. Schroeder. Its mistaken additional reliance on RCW 4.84.330 was not unusual, was a mistake also made by Mr. Schroeder in his opening brief, and is no reason to deny its otherwise sufficient fee request.

Excelsior's request for attorney fees on appeal is granted, subject to compliance with RAP 18.1(d).

Affirmed.

Siddoway, J.

WE CONCUR:

Korsmo, C.J.

Kulik, J.

APPENDIX

EXHIBIT A

West's Revised Code of Washington Annotated Currentness
Title 59. Landlord and Tenant (Refs & Annos)
Chapter 59.20. Manufactured/Mobile Home Landlord-Tenant Act (Refs & Annos)

➡➡ 59.20.080. Grounds for termination of tenancy or occupancy or failure to renew a tenancy or occupancy--Notice--Mediation

(1) A landlord shall not terminate or fail to renew a tenancy of a tenant or the occupancy of an occupant, of whatever duration except for one or more of the following reasons:

(a) Substantial violation, or repeated or periodic violations of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in RCW 59.20.140. The tenant shall be given written notice to cease the rule violation immediately. The notice shall state that failure to cease the violation of the rule or any subsequent violation of that or any other rule shall result in termination of the tenancy, and that the tenant shall vacate the premises within fifteen days: PROVIDED, That for a periodic violation the notice shall also specify that repetition of the same violation shall result in termination: PROVIDED FURTHER, That in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given written notice under this chapter of a six month period in which to comply or vacate;

(b) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

(c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate;

(d) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobile homes, manufactured homes, or park models or mobile home, manufactured homes, or park model living within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;

(e) Change of land use of the mobile home park including, but not limited to, conversion to a use other than for mobile homes, manufactured homes, or park models or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision: PROVIDED, That the landlord shall give the tenants twelve months' notice in advance of the effective date of such change, except that for the period of six months following April 28, 1989, the landlord shall give the tenants eighteen months' notice in advance of the proposed effective date of such change;

(f) Engaging in "criminal activity." "Criminal activity" means a criminal act defined by statute or ordinance that threatens the health, safety, or welfare of the tenants. A park owner seeking to evict a tenant or occupant under this subsection need not produce evidence of a criminal conviction, even if the alleged misconduct constitutes a criminal offense. Notice from a law enforcement agency of criminal activity constitutes sufficient grounds, but not the only grounds, for an eviction under this subsection. Notification of the seizure of illegal drugs under RCW 59.20.155 is evidence of criminal activity and is grounds for an eviction under this subsection. The requirement that any tenant or occupant register as a sex offender under RCW 9A.44.130 is grounds for eviction under this subsection. If criminal activity is alleged to be a basis of termination, the park owner may proceed directly to an unlawful detainer action;

(g) The tenant's application for tenancy contained a material misstatement that induced the park owner to approve the tenant as a resident of the park, and the park owner discovers and acts upon the misstatement within one year of the time the resident began paying rent;

(h) If the landlord serves a tenant three fifteen-day notices within a twelve-month period to comply or vacate for failure to comply with the material terms of the rental agreement or park rules. The applicable twelve-month period shall commence on the date of the first violation;

(i) Failure of the tenant to comply with obligations imposed upon tenants by applicable provisions of municipal, county, and state codes, statutes, ordinances, and regulations, including this chapter. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(j) The tenant engages in disorderly or substantially annoying conduct upon the park premises that results in the destruction of the rights of others to the peaceful enjoyment and use of the premises. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(k) The tenant creates a nuisance that materially affects the health, safety, and welfare of other park residents. The landlord shall give the tenant written notice to cease the conduct that constitutes a nuisance immediately. The notice must state that failure to cease the conduct will result in termination of the tenancy and that the tenant shall vacate the premises in five days;

(l) Any other substantial just cause that materially affects the health, safety, and welfare of other park residents. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days; or

(m) Failure to pay rent by the due date provided for in the rental agreement three or more times in a twelve-month period, commencing with the date of the first violation, after service of a five-day notice to comply or vacate.

(2) Within five days of a notice of eviction as required by subsection (1)(a) of this section, the landlord and tenant shall submit any dispute to mediation. The parties may agree in writing to mediation by an independent third party or through industry mediation procedures. If the parties cannot agree, then mediation shall be through industry mediation procedures. A duty is imposed upon both parties to participate in the mediation process in good faith for a period of ten days for an eviction under subsection (1)(a) of this section. It is a defense to an eviction under subsection (1)(a) of this section that a landlord did not participate in the mediation process in good faith.

(3) Chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles, as defined in RCW 59.20.030, from mobile home parks. This chapter governs the eviction of mobile homes, manufactured homes, park models, and recreational vehicles used as a primary residence from a mobile home park.

CREDIT(S)

[2003 c 127 § 4, eff. July 27, 2003; 1999 c 359 § 10; 1998 c 118 § 2; 1993 c 66 § 19; 1989 c 201 § 12; 1988 c 150 § 5; 1984 c 58 § 4; 1981 c 304 § 21; 1979 ex.s. c 186 § 6; 1977 ex.s. c 279 § 8.]

<(Formerly Mobile Home Landlord-Tenant Act)>

HISTORICAL AND STATUTORY NOTES

Legislative findings--Severability--1988 c 150: See notes following RCW 59.18.130.

Severability--1984 c 58: See note following RCW 59.20.200.

Severability--1981 c 304: See note following RCW 26.16.030.

Severability--1979 ex.s. c 186: See note following RCW 59.20.030.

Laws 1979, Ex.Sess., ch. 186, § 6, rewrote the section, which formerly read:

"Tenancy during the term of a rental agreement may be terminated by the landlord only for one or more of the following reasons:

"(1) Substantial or repeated violation of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant. The tenant shall be given written notice of a fifteen day period in which to comply or vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination;

"(2) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

"(3) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate."

Laws 1981, ch. 304, § 21, in subsec. (1)(e), following "park" inserted "including, but not limited to, conversion to a use other than for mobile homes or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision"; and, in subsec. (a), in the proviso, added "or is intended to circumvent the provisions of (1)(e) of this section".

Laws 1984, ch. 58, § 4, rewrote subsec. (1)(a), which previously read:

"Substantial or repeated violation of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in RCW 59.20.140 as now or hereafter amended. The tenant shall be given written notice of a fifteen day period in which to comply or vacate: *Provided, That* in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given written notice of a six month period in which to comply or vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination";

in subsec. (2), in the second sentence, preceding the proviso, substituted "twelve" for "six"; and, in the proviso, substituted "shall" for "may"; and following "RCW 59.20.070(3) or (4)" deleted "as now or hereafter amended"; and added subsec. (3).

Laws 1988, ch. 150, § 5, in subsec. (1), added subd. (f).

Laws 1989, ch. 201, § 12, in subsec. (1)(e), in the proviso, prior to "effective" deleted "proposed"; and following "change" added the language beginning with "except".

Laws 1993, ch. 66, § 19, rewrote the section.

Laws 1998, ch. 118, § 2, in subsec. (1), in the introductory paragraph, following "fail to renew a tenancy" inserted "of a tenant or the occupancy of an occupant"; in subsec. (1)(f), in the second sentence, following "to evict a tenant" inserted "or occupant"; inserted the fifth sentence; and made a nonsubstantive change in the second sentence of subsec. (1)(l).

Laws 1999, ch. 359, § 10, in subsecs. (1)(d) and (1)(e), following "mobile homes" inserted ", manufactured homes, or park models".

Laws 2003, ch. 127, § 4 rewrote subsec. (3), which formerly read:

"(3) Chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles from mobile home parks."

LIBRARY REFERENCES

2004 Main Volume

Landlord and Tenant ⚿ 388 to 394.
Westlaw Topic No. 233.
C.J.S. Landlord and Tenant §§ 716, 729 to 731, 734, 736, 737, 744, 758,759, 780.

RESEARCH REFERENCES

ALR Library

43 ALR 5th 705, Validity, Construction, and Application of Mobile Home Eviction Statutes.

100 ALR 2nd 465, Construction and Application of Statute Authorizing Forfeiture or Termination of Lease Because of Tenant's Illegal Use of Premises.

Encyclopedias

108 Am. Jur. Proof of Facts 3d 449, Landlord's Right to Evict Tenants or Other Occupants from Residential Property.

Treatises and Practice Aids

44 Causes of Action 2d 447, Cause of Action by Residential Landlord to Evict Tenants or Other Occupants.

17 Wash. Prac. Series § 6.44, Remedies for Rent Default.

17 Wash. Prac. Series § 6.72, Termination of Periodic Tenancy.

17 Wash. Prac. Series § 6.83, Summary Eviction Under RCWA Chapter 59.08.

17 Wash. Prac. Series § 6.84, Government Regulation of Evictions.

UNITED STATES SUPREME COURT

Takings clause, rent control, mobile home parks, limitation on termination of tenancy, see Yee v. City of Escondido, Cal., U.S.Cal.1992, 112 S.Ct. 1522, 503 U.S. 519, 118 L.Ed.2d 153.

NOTES OF DECISIONS

1. Construction and application

City ordinance prohibiting the placement of recreational vehicles in residential mobile home parks did not irreconcilably conflict with Manufactured/Mobile Home Landlord-Tenant Act, which encompassed landlord-tenant relationships arising from rental of lot spaces for recreational vehicles used as primary residences; Act did not require a landlord to rent a mobile home park lot for placement of a recreational vehicle in any or every particular place within the state, ordinance did not attempt to restrict or contradict the provisions of the Act, and statute and ordinance could each operate distinctly without inconsistency. Lawson v. City of Pasco (2008) 144 Wash.App. 203, 181 P.3d 896, review granted 165 Wash.2d 1012, 199 P.3d 410, affirmed 168 Wash.2d 675, 230 P.3d 1038. Landlord and Tenant ⚿ 376; Municipal Corporations ⚿ 592(1)

Tenant, who failed to tender the past due rent due within five days of receiving the notice to pay rent or vacate, was in unlawful detainer, despite any purported defense regarding her liability for unpaid utilities. Hwang v. McMahill (2000) 103 Wash.App. 945, 15 P.3d 172, review denied 144 Wash.2d 1011, 31 P.3d 1185. Landlord And Tenant ⚿ 290(3)

Provision of Mobile Home Landlord-Tenant Act authorizing eviction of tenants or occupants for engaging in criminal activity is ambiguous in failing to specify either who must be engaging in criminal activity or who may be evicted if such activity is shown. Hartson Partnership v. Goodwin (2000) 99 Wash.App. 227, 991 P.2d 1211. Landlord And Tenant ⚿ 281

Provision of Mobile Home Landlord-Tenant Act that authorizes eviction for engaging in criminal activity is the functional equivalent of an unlawful detainer statute, and as such, it must be construed strictly in favor of the tenant. Hartson Partnership v. Goodwin (2000) 99 Wash.App. 227, 991 P.2d 1211. Landlord And Tenant ⚿ 389

1.5. Preemption

Manufactured/Mobile Home Landlord-Tenant Act did not preempt local action in the field of regulating mobile home park landlord-tenant relationships, as Act expressly conferred concurrent jurisdiction to local municipalities in the field of regulating landlord-tenant compliance with ordinances. Lawson v. City of Pasco (2008) 144 Wash.App. 203, 181 P.3d 896, review granted 165 Wash.2d 1012, 199 P.3d 410, affirmed 168 Wash.2d 675, 230 P.3d 1038. Landlord and Tenant ⚿ 370; Municipal Corporations ⚿ 592(1)

2. Term of tenancy

The provisions of § 59.20.080, limiting the reasons for which a mobile home lot tenancy may be terminated by the landlord, do not apply in the case of a month-to-month tenancy not covered by written rental agreement. Op.Atty.Gen.1978, L.O. No. 37.

3. Notice of criminal activity

Written notification that was sent by police to landlord of apparent illegal drug activity on certain spaces in mobile home park, describing such activity as the manufacture, sale, use, or possession of illegal drugs, was in substantial compliance with statute authorizing eviction of a tenant for engaging in criminal activity. Hartson Partnership v. Goodwin (2000) 99 Wash.App. 227, 991 P.2d 1211. Landlord And Tenant ⚿ 393

4. Eviction for criminal activity

Eviction of a tenant or an occupant, under provision of Mobile Home Landlord-Tenant Act authorizing eviction for engaging in criminal activity that threatens health, safety, and welfare of landlord's tenants, is limited to the person or persons engaging in such activity. Hartson Partnership v. Goodwin (2000) 99 Wash.App. 227, 991 P.2d 1211. Landlord And Tenant ⚿ 389

Restitution order was prematurely entered for landlord at show cause hearing in unlawful detainer action arising from tenant's refusal to vacate premises after police seized marijuana and drug paraphernalia from mobile home; tenant denied knowledge of the seized items, thus placing in issue whether he was himself engaged in criminal activity, and that issue had to be determined before tenant's eviction was authorized under Mobile Home Landlord-Tenant Act. Hartson Partnership v. Goodwin (2000) 99 Wash.App. 227, 991 P.2d 1211. Landlord And Tenant ⚿ 392

5. Waiver

Landlord's acceptance of $200 in partial payment of the $385 due for past rent, after expiration of the five-day period set forth in notice to pay rent or vacate, did not waive the prior default or landlord's right to proceed with an unlawful detainer action. Hwang v. McMahill (2000) 103 Wash.App. 945, 15 P.3d 172, review denied 144 Wash.2d 1011, 31 P.3d 1185. Landlord And Tenant ⚿ 290(3)

Landlord who accepts rent with knowledge of prior breaches of the terms of the lease waives his right to rely on such prior breaches as a basis for setting in motion his statutory remedy of unlawful detainer. Hwang v. McMahill (2000) 103 Wash.App. 945, 15 P.3d 172, review denied 144 Wash.2d 1011, 31 P.3d 1185. Landlord And Tenant ⚿ 290(3)

Landlord does not waive his or her right to proceed with an unlawful detainer action by accepting only partial rent. Hwang v. McMahill (2000) 103 Wash.App. 945, 15 P.3d 172, review denied 144 Wash.2d 1011, 31 P.3d 1185. Landlord And Tenant ⚿ 290(3)

6. Mediation

Landlord was not required to mediate dispute with tenants in mobile home park under Mobile Home Landlord-Tenant Act (MHLTA) before evicting tenants from park; although mediation was required under MHLTA for substantial, repeated, or periodic violations of park rules, plain language of statute and its legislative history indicated that mediation was not required under provision of MHLTA that applied to tenants in present case, whereby tenants had received three 15-day notices to comply with park rules or vacate the premises within a 12-month period. Hartson Partnership v. Martinez (2004) 123 Wash.App. 36, 96 P.3d 449, reconsideration denied, review denied 154 Wash.2d 1010, 114 P.3d 1198. Alternative Dispute Resolution 444

West's RCWA 59.20.080, WA ST 59.20.080

Current with all Legislation from the 2011 2nd Special Session and 2012 Legislation effective through May 31, 2012

END OF DOCUMENT

EXHIBIT B

(2) A tenant who sells a mobile home within a park shall notify the landlord in writing of the date of the intended sale and transfer of the rental agreement at least fifteen days in advance of such intended transfer and shall notify the buyer in writing of the provisions of this section. The tenant shall verify in writing to the landlord payment of all taxes, rent, and reasonable expenses due on the mobile home and mobile home lot.

(3) The landlord shall notify the selling tenant of a refusal to permit transfer of the rental agreement at least seven days in advance of such intended transfer.

(4) The landlord shall approve or disapprove of the assignment of a rental agreement on the same basis that the landlord approves or disapproves of any new tenant, and any disapproval shall be in writing. Consent to an assignment shall not be unreasonably withheld.

(5) Failure to notify the landlord ((~~of the intended sale and transfer of the agreement~~)) in writing, as required under subsection (2) of this section; or failure of the new tenant to make a good faith attempt to arrange an interview with the landlord to discuss assignment of the rental agreement; or failure of the current or new tenant to obtain written approval of the landlord for assignment of the rental agreement, shall be grounds for disapproval of such transfer.

NEW SECTION. Sec. 18. A new section is added to chapter 59.20 RCW to read as follows:

Rules are enforceable against a tenant only if:

(1) Their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities made available for the tenants generally;

(2) They are reasonably related to the purpose for which they are adopted;

(3) They apply to all tenants in a fair manner;

(4) They are not for the purpose of evading an obligation of the landlord; and

(5) They are not retaliatory or discriminatory in nature.

Sec. 19. RCW 59.20.080 and 1989 c 201 s 12 are each amended to read as follows:

(1) ((~~Except as provided in subsection (2) of this section, the~~)) A landlord shall not terminate or fail to renew a tenancy, of whatever duration except for one or more of the following reasons:

(a) Substantial violation, or repeated or periodic violations of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in RCW 59.20.140. The tenant shall be given written notice to cease the rule violation immediately. The notice shall state that failure to cease the violation of the rule or any subsequent violation of that or any other rule shall result in termination of the tenancy, and that the tenant shall vacate the premises within fifteen days: PROVIDED, That for a periodic violation the notice shall also specify that repetition of the same violation shall result in

termination: PROVIDED FURTHER, That in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given written notice under this chapter of a six month period in which to comply or vacate;

(b) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

(c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate;

(d) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobile homes or mobile home living within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;

(e) Change of land use of the mobile home park including, but not limited to, conversion to a use other than for mobile homes or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision: PROVIDED, That the landlord shall give the tenants twelve months' notice in advance of the effective date of such change, except that for the period of six months following April 28, 1989, the landlord shall give the tenants eighteen months' notice in advance of the proposed effective date of such change;

(f) Engaging in "((~~drug-related~~)) criminal activity." "((~~Drug-related~~)) Criminal activity" means ((~~that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW~~)) a criminal act defined by statute or ordinance that threatens the health, safety, or welfare of the tenants. A park owner seeking to evict a tenant under this subsection need not produce evidence of a criminal conviction, even if the alleged misconduct constitutes a criminal offense. Notice from a law enforcement agency of criminal activity constitutes sufficient grounds, but not the only grounds, for an eviction under this subsection. Notification of the seizure of illegal drugs under RCW 59.20.155 is evidence of criminal activity and is grounds for an eviction under this subsection. If criminal activity is alleged to be a basis of termination, the park owner may proceed directly to an unlawful detainer action;

(g) The tenant's application for tenancy contained a material misstatement that induced the park owner to approve the tenant as a resident of the park, and the park owner discovers and acts upon the misstatement within one year of the time the resident began paying rent;

(h) If the landlord serves a tenant three fifteen-day notices within a twelve-month period to comply or vacate for failure to comply with the material terms of the rental agreement or park rules. The applicable twelve-month period shall commence on the date of the first violation;

(i) Failure of the tenant to comply with obligations imposed upon tenants by applicable provisions of municipal, county, and state codes, statutes, ordinances, and regulations, including chapter 59.20 RCW. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure

to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(j) The tenant engages in disorderly or substantially annoying conduct upon the park premises that results in the destruction of the rights of others to the peaceful enjoyment and use of the premises. The landlord shall give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days;

(k) The tenant creates a nuisance that materially affects the health, safety, and welfare of other park residents. The landlord shall give the tenant written notice to cease the conduct that constitutes a nuisance immediately. The notice must state that failure to cease the conduct will result in termination of the tenancy and that the tenant shall vacate the premises in five days;

(l) Any other substantial just cause that materially affects the health, safety, and welfare of other park residents. The landlord shall be give the tenant written notice to comply immediately. The notice must state that failure to comply will result in termination of the tenancy and that the tenant shall vacate the premises within fifteen days; or

(m) Failure to pay rent by the due date provided for in the rental agreement three or more times in a twelve-month period, commencing with the date of the first violation, after service of a five-day notice to comply or vacate.

(2) ((~~A landlord may terminate any tenancy without cause. Such termination shall be effective twelve months from the date the landlord serves notice of termination upon the tenant or at the end of the current tenancy, whichever is later: PROVIDED, That a landlord shall not terminate a tenancy for any reason or basis which is prohibited under RCW 59.20.070 (3) or (4) or is intended to circumvent the provisions of (1)(e) of this section.~~

~~(3)~~)) Within five days of a notice of eviction as required by subsection (1)(a) ((~~or (2)~~)) of this section, the landlord and tenant shall submit any dispute((~~ding the decision to terminate the tenancy without cause,~~)) to mediation. The parties may agree in writing to mediation by an independent third party or through industry mediation procedures. If the parties cannot agree, then mediation shall be through industry mediation procedures. A duty is imposed upon both parties to participate in the mediation process in good faith for a period of ten days for an eviction under subsection (1)(a) of this section((~~, or for a period of thirty days for an eviction under subsection (2) of this section~~)). It is a defense to an eviction under subsection (1)(a) ((~~or (2)~~)) of this section that a landlord did not participate in the mediation process in good faith.

(3) Chapters 59.12 and 59.18 RCW govern the eviction of recreational vehicles from mobile home parks.

Sec. 20. RCW 59.20.130 and 1984 c 58 s 5 are each amended to read as follows:

It shall be the duty of the landlord to:

(1) Comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park;

(2) Maintain the common premises and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;

(3) Keep any shared or common premises reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;

(4) Keep all common premises of the mobile home park, not in the possession of tenants, free of weeds or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;

(5) Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home as a result of infestation existing on the common premises;

(6) Maintain and protect all utilities provided to the mobile home in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home utilities "hook-ups" connect to those provided by the landlord or utility company;

(7) Respect the privacy of the tenants and shall have no right of entry to a mobile home without the prior written consent of the occupant, except in case of emergency or when the occupant has abandoned the mobile home. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home is situated for maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the park, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment;

(8) Allow tenants freedom of choice in the purchase of goods and services, and not unreasonably restrict access to the mobile home park for such purposes;

(9) Maintain roads within the mobile home park in good condition; and

(10) Notify each tenant within five days after a petition has been filed by the landlord for a change in the zoning of the land where the mobile home park is located and make a description of the change available to the tenant.

A landlord shall not have a duty to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, if the defective condition complained of was caused by the conduct of the tenant, the tenant's family, invitee, or other person acting under the tenant's control, or if a tenant unreasonably fails to allow the landlord access to the property for purposes of repair.

NEW SECTION. Sec. 21. (1) Sections 1 through 8 of this act shall constitute a new chapter in Title 59 RCW.

(2) Sections 10 through 14 of this act are each added to chapter 59.22 RCW.

Passed the Senate March 12, 1993.
Passed the House April 8, 1993.
Approved by the Governor April 19, 1993.
Filed in Office of Secretary of State April 19, 1993.

CHAPTER 67

[Senate Bill 5275]

ABANDONED CEMETERIES—MAINTENANCE BY NONPROFIT CORPORATIONS

Effective Date: 7/25/93

AN ACT Relating to abandoned cemeteries; and amending RCW 68.60.030.

Be it enacted by the Legislature of the State of Washington:

Sec. 1. RCW 68.60.030 and 1990 c 92 s 3 are each amended to read as follows:

(1)(a) The archaeological and historical division of the department of community development may grant by nontransferable certificate authority to maintain and protect an abandoned cemetery upon application made by a preservation organization which has been incorporated for the purpose of restoring, maintaining, and protecting an abandoned cemetery. Such authority shall be limited to the care, maintenance, restoration, protection, and historical preservation of the abandoned cemetery, and shall not include authority to make burials, unless specifically granted by the cemetery board.

(b) Those preservation and maintenance corporations that are granted authority to maintain and protect an abandoned cemetery shall be entitled to hold and possess burial records, maps, and other historical documents as may exist. Maintenance and preservation corporations that are granted authority to maintain and protect an abandoned cemetery shall not be liable to those claiming burial rights, ancestral ownership, or to any other person or organization alleging to have control by any form of conveyance not previously recorded at the county auditor's office within the county in which the abandoned cemetery exists. Such organizations shall not be liable for any reasonable alterations made during restoration work on memorials, roadways, walkways, features, plantings, or any other detail of the abandoned cemetery.

(c) Should the maintenance and preservation corporation be dissolved, the archaeological and historical division of the department of community development shall revoke the certificate of authority.

(d) Maintenance and preservation corporations that are granted authority to maintain and protect an abandoned cemetery may establish care funds pursuant to chapter 68.44 RCW, and shall report in accordance with chapter 68.44 RCW to the state cemetery board.

(2) Except as provided in subsection (1) of this section, the department of community development may, in its sole discretion, authorize any Washington nonprofit corporation that is not expressly incorporated for the purpose of restoring, maintaining, and protecting an abandoned cemetery, to restore, maintain, and protect one or more abandoned cemeteries. The authorization may include the right of access to any burial records, maps, and other historical documents, but shall not include the right to be the permanent custodian of original records, maps, or documents. This authorization shall be granted by a nontransferable certificate of authority. Any nonprofit corporation authorized and acting under this subsection is immune from liability to the same extent as if it were a preservation organization holding a certificate of authority under subsection (1) of this section.

(3) The department of community development shall establish standards and guidelines for granting certificates of authority under subsections (1) and (2) of this section to assure that any restoration, maintenance, and protection activities authorized under this subsection are conducted and supervised in an appropriate manner.

Passed the Senate March 4, 1993.
Passed the House April 8, 1993.
Approved by the Governor April 19, 1993.
Filed in Office of Secretary of State April 19, 1993.

CHAPTER 68

[Substitute House Bill 1064]

CORPORAL PUNISHMENT PROHIBITED IN COMMON SCHOOLS

Effective Date: 7/25/93

AN ACT Relating to corporal punishment; and adding a new section to chapter 28A.150 RCW.

Be it enacted by the Legislature of the State of Washington:

NEW SECTION. Sec. 1. A new section is added to chapter 28A.150 RCW to read as follows:

The use of corporal punishment in the common schools is prohibited. The state board of education, in consultation with the superintendent of public instruction, shall develop and adopt a policy prohibiting the use of corporal punishment in the common schools. The policy shall be adopted by the state board of education no later than February 1, 1994, and shall take effect in all school districts September 1, 1994.

EXHIBIT C

HOUSE BILL REPORT

ESSB 5482

As Passed House
April 8, 1993

Title: An act relating to mobile home parks.

Brief Description: Defining rights of tenants in mobile home parks.

Sponsors: Senate Committee on Trade, Technology & Economic Development (originally sponsored by Senators Skratek, M. Rasmussen, Spanel, Prentice, Franklin, McAuliffe, A. Smith, Drew and von Reichbauer).

Brief History:
Reported by House Committee on:
Trade, Economic Development & Housing, March 31, 1993, DP;
Passed House, April 8, 1993, 98-0.

HOUSE COMMITTEE ON TRADE, ECONOMIC DEVELOPMENT & HOUSING

Majority Report: Do pass. Signed by 12 members: Representatives Wineberry, Chair; Shin, Vice Chair; Forner, Ranking Minority Member; Chandler, Assistant Ranking Minority Member; Campbell; Casada; Conway; Quall; Schoesler; Sheldon; Springer; and Valle.

Staff: Charlie Gavigan (786-7340).

Background: The Mobile Home Landlord Tenant Act regulates the relationship between the owner of a mobile home park and the tenants of the park. Key provisions of the act require the tenant be offered a written rental agreement for a term of at least one year, require the tenant be provided with a copy of all park rules, prohibit entrance fees or exit fees, prohibit certain actions by the landlord, and specify the duties of the landlord and the tenant. Of the other states, 32 have established Mobile Home Landlord Tenant acts.

Under current law, a landlord is authorized to terminate any tenancy without cause if at least one year's notice is provided. In addition, a tenant may be evicted for substantial repeated violations of park rules, nonpayment of rent, conviction of a crime which threatens the health and safety of other tenants, failure to comply with state and

local laws, change in land use of the park, and engaging in drug related activity.

Summary of Bill: Modifications are made to the mobile home landlord-tenant relationship.

Modifications to the Mobile Home Landlord Tenant Act

Mobile home park rules can only be enforced against a tenant if: (1) their purpose is to promote the convenience, safety or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities that are generally available to tenants; (2) they are reasonably related to the purpose for which they are adopted; (3) they apply to all tenants in a fair manner; (4) they are not for the purpose of evading an obligation of the landlord; and (5) they are not retaliatory or discriminatory in nature.

A mobile home park owner may no longer terminate tenancy in a mobile home park without cause. The list of reasons for which a mobile home tenancy may be terminated is expanded.

Door-to-door solicitation by political candidates in mobile home parks and political forums or meetings of organizations that represent the interest of tenants may not be prohibited in mobile home parks.

A tenant that sells or transfers the title of his or her mobile home and the rental agreement for the mobile home lot to another individual is required to notify the landlord within 15 days of the intended transfer.

Landlords are given the authority to patrol the park grounds to assure that tenants are complying with all codes, laws, rental agreements and park rules.

Sale of the Mobile Home Park or Individual Mobile Homes

Qualified tenant organizations, consisting of 60 percent of the tenants in a mobile home park that provide a written notice to the mobile home park owner of their intention to purchase the park, must be notified by the park owner if an agreement to purchase the park is reached with a prospective buyer. The tenant organization has 30 days after the notice is received from the park owner to present a fully executed purchase and sale agreement to the owner along with 2 percent of the agreed purchase price. The agreement must be as favorable to the park owner as the original agreement. If the above conditions are met, the park owner must sell the mobile home park to the tenant organization.

The tenants must be ready to close the sale under the same terms as contained in the original purchase agreement. Conditions under which a park owner may sell to another buyer are outlined. In the event the park owner violates the notice provisions of the act and proceeds with the sale of the park, the sale may be voided by a Superior Court.

The Department of Community Development may make loans from the mobile home park purchase fund to resident organizations for the financing of park conversion costs if a significant portion of the residents are low-income or infirm, or to low-income residents of mobile home parks converted or planning to be converted to resident ownership. Additional loan eligibility requirements are outlined. Loans may be made for terms of up to 30 years. The department shall establish the rate of interest to be paid on the loans. The department must obtain security for the loans.

The Department of Community Development may provide technical assistance to resident organizations desiring to convert a mobile home park to resident ownership.

Mobile home park owners are given the right of first refusal on mobile homes that are put up for sale in their parks. The mobile home park owner has 10 days from the date of the home owner's notice of receiving a purchase agreement to provide the mobile home owner with a fully executed purchase and sale agreement and a down payment equal to 5 percent of the agreed purchase price. The mobile home owner must be ready to close the sale under the same terms of the original purchase agreement.

The sale or transfer of mobile home parks or mobile homes to relatives are excluded from the right of first refusal provisions.

Fiscal Note: Requested March 29, 1993.

Effective Date: Ninety days after adjournment of session in which bill is passed.

Testimony For: This is a compromise worked out between park owners and tenants to address mobile home landlord-tenant issues. Agreement has been reached on such issues as removing problem tenants from the park, eliminating no-cause evictions with 12 months notice, allowing tenants to purchase parks when the owner is selling to other than a relative, and allowing park owners to purchase mobile homes for sale by the tenant to other than relatives. This bill will improve the relationship between good tenants and park owners, and will better enable the few problem tenants and

the few problem park owners to be addressed more effectively.

Testimony Against: None.

Witnesses: Senator Sylvia Skratek, prime sponsor (supports); Arnold Livingston, Senior Lobby (supports); Nikki Phillips-Baker, Mobile Home Owners of America (supports); Morton Clark, Washington Mobile Park Owners (supports); and John Woodring, Washington Mobile Park Owners (supports).

EXHIBIT D

(c) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement.

(2) Any rental agreement executed between the landlord and tenant shall not contain:

(a) Any provision which allows the landlord to charge a fee for guest parking unless a violation of the rules for guest parking occurs: PROVIDED, That a fee may be charged for guest parking which covers an extended period of time as defined in the rental agreement;

(b) Any provision which authorizes the towing or impounding of a vehicle except upon notice to the owner thereof or the tenant whose guest is the owner of said vehicle;

(c) Any provision which allows the landlord to increase the rent or alter the due date for rent payment during the term of the rental agreement: PROVIDED, That a rental agreement may include an escalation clause for a pro rata share of any increase in the mobile home park's real property taxes or utility assessments or charges, over the base taxes or utility assessments or charges of the year in which the rental agreement took effect, if the clause also provides for a pro rata reduction in rent or other charges in the event of a reduction in real property taxes or utility assessments or charges, below the base year;

(d) Any provision by which the tenant agrees to waive or forego rights or remedies under this chapter; or

(e) Any provision allowing the landlord to charge an "entrance fee" or an "exit fee".

NEW SECTION. Sec. 7. A landlord shall not:

(1) Deny any tenant the right to sell such tenant's mobile home within a park or require the removal of the mobile home from the park solely because of the sale thereof: PROVIDED, That:

(a) A rental agreement for a fixed term shall be assignable by the tenant to any person to whom he sells or transfers title to the mobile home, subject to the approval of the landlord after fifteen days' written notice of such intended assignment;

(b) The assignee of the rental agreement shall assume all the duties and obligations of his assignor for the remainder of the term of the rental agreement unless, by mutual agreement, a new rental agreement is entered into with the landlord; and

(c) The landlord shall approve or disapprove of the assignment of a rental agreement on the same basis that the landlord approves or disapproves of any new tenant; or

(2) Restrict the tenant's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior structural improvements on a mobile home lot: PROVIDED, That door-to-door solicitation in the mobile home park may be restricted in the rental agreement.

NEW SECTION. Sec. 8. Tenancy during the term of a rental agreement may be terminated by the landlord only for one or more of the following reasons:

(1) Substantial or repeated violation of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant. The tenant shall be given written notice of a fifteen day period in which to comply or vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination;

(2) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

(3) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate.

NEW SECTION. Sec. 9. (1) Unless otherwise agreed rental agreements shall be for a term of one year. Any rental agreement for a term of one year and any rental agreement renewed for a six-month term shall be automatically renewed for an additional six-month term unless:

(a) Otherwise specified in the original written rental agreement; or

(b) The landlord notifies the tenant in writing three months prior to the expiration of the rental agreement that it will not be renewed or will be renewed only with the changes contained in such notice.

A tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.

(2) The tenant may terminate the rental agreement upon thirty days written notice whenever a change in the location of the tenant's employment requires a change in his residence, and shall not be liable for rental following such termination unless after due diligence and reasonable effort the landlord is not able to rent the mobile home lot at a fair rental. If the landlord is not able to rent the lot, the tenant shall remain liable for the rental specified in the rental agreement until the lot is rented or the original term ends;

(3) Any tenant who is a member of the armed forces may terminate a rental agreement with less than thirty days notice if he receives reassignment orders which do not allow greater notice.

NEW SECTION. Sec. 10. Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home lot shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy: PROVIDED, That a tenant shall leave the mobile home lot in substantially the same or better condition than upon taking possession.

NEW SECTION. Sec. 11. In any action arising out of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs.

NEW SECTION. Sec. 12. Venue for any action arising under this chapter shall be in the district or superior court of the county in which the mobile home lot is located.

NEW SECTION. Sec. 13. If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected.

EXHIBIT E

(2) of this section. It is a defense to an eviction under subsection (1)(a) or (2) of this section that a landlord did not participate in the mediation process in good faith.

Sec. 5. Section 8, chapter 186, Laws of 1979 ex. sess. and RCW 59.20.130 are each amended to read as follows:

It shall be the duty of the landlord to:

(1) Comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park;

(2) Maintain the common premises and prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water when such condition is not the fault of the tenant;

(((2))) (3) Keep any shared or common premises reasonably clean, ~~iry~~, and safe from defects to reduce the hazards of fire or accident;

(((3))) (4) Keep all common premises of the mobile home park, not in the possession of tenants, free of weeds or plant growth noxious and detrimental to the health of the tenants and free from potentially injurious or unsightly objects and condition;

(((4))) (5) Exterminate or make a reasonable effort to exterminate rodents, vermin, or other pests dangerous to the health and safety of the tenant whenever infestation exists on the common premises or whenever infestation occurs in the interior of a mobile home as a result of infestation existing on the common premises;

(((5))) (6) Maintain and protect all utilities provided to the mobile home in good working condition. Maintenance responsibility shall be determined at that point where the normal mobile home utilities "hook-ups" connect to those provided by the landlord or utility company;

(((6))) (7) Respect the privacy of the tenants and shall have no right of entry to a mobile home without the prior written consent of the occupant, ~~ex~~cept in case of emergency or when the occupant has abandoned the mobile home. Such consent may be revoked in writing by the occupant at any time. The ownership or management shall have a right of entry upon the land upon which a mobile home is situated for maintenance of utilities and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment;

(((7))) (8) Allow tenants freedom of choice in the purchase of goods and services, and not unreasonably restrict access to the mobile home park for such purposes; ((and

(8))) (9) Maintain roads within the mobile home park in good condition; and

(10) Notify each tenant within five days after a petition has been filed by the landlord for a change in the zoning of the land where the mobile home park is located and make a description of the change available to the tenant.

A landlord shall not have a duty to repair a defective condition under this section, nor shall any defense or remedy be available to the tenant under this chapter, if the defective condition complained of was caused by the conduct of the tenant, the tenant's family, invitee, or other person acting under the tenant's control, or if a tenant unreasonably fails to allow the landlord access to the property for purposes of repair.

NEW SECTION. Sec. 6. There is added to chapter 59.20 RCW a new section to read as follows:

If at any time during the tenancy the landlord fails to carry out the duties required by RCW 59.20.130, the tenant may, in addition to pursuit of remedies otherwise provided the tenant by law, deliver written notice to the landlord, which notice shall specify the property involved, the name of the owner, if known, and the nature of the defective condition. For the purposes of this chapter, a reasonable time for the landlord to commence remedial action after receipt of such notice by the tenant shall be, except where circumstances are beyond the landlord's control:

(1) Not more than twenty-four hours, where the defective condition is imminently hazardous to life;

(2) Not more than forty-eight hours, where the landlord fails to provide water or heat;

(3) Subject to the provisions of subsections (1) and (2) of this section, not more than seven days in the case of a repair under section 5(3) of this act;

(4) Not more than thirty days in all other cases.

In each instance the burden shall be on the landlord to see that remedial work under this section is completed with reasonable promptness.

Where circumstances beyond the landlord's control, including the availability of financing, prevent the landlord from complying with the time limitations set forth in this section, the landlord shall endeavor to remedy the defective condition with all reasonable speed.

NEW SECTION. Sec. 7. There is added to chapter 59.20 RCW a new section to read as follows:

The tenant shall be current in the payment of rent including all utilities which the tenant has agreed in the rental agreement to pay before exercising any of the remedies accorded the tenant under the provisions of this chapter: PROVIDED, That this section shall not be construed as limiting the tenant's civil remedies for negligent or intentional damages: PROVIDED FURTHER, That this section shall not be construed as limiting the tenant's right in an unlawful detainer proceeding to raise the defense that there is no rent due and owing.

NEW SECTION. Sec. 8. There is added to chapter 59.20 RCW a new section to read as follows:

(5) Charge to any tenant a utility fee in excess of actual utility costs or intentionally cause termination or interruption of any tenant's utility services, including water, heat, electricity, or gas, except when an interruption of a reasonable duration is required to make necessary repairs; or

(6) Remove or exclude a tenant from the premises unless this chapter is complied with or the exclusion or removal is under an appropriate court order.

Sec. 3. Section 6, chapter 152, Laws of 1980 and RCW 59.20.075 are each amended to read as follows:

Initiation by the landlord of any action listed in RCW 59.20.070(4) within one hundred twenty days after a good faith and lawful act by the ıant or within one hundred twenty days after any inspection or proceeding of a governmental agency resulting from such act, shall create a rebuttable presumption affecting the burden of proof, that the action is a reprisal or retaliatory action against the tenant: PROVIDED, That if the court finds that the tenant made a complaint or report to a governmental authority within one hundred twenty days after notice of a proposed increase in rent or other action in good faith by the landlord, there is a rebuttable presumption that the complaint or report was not made in good faith: PROVIDED FURTHER, That no presumption against the landlord shall arise under this section, with respect to an increase in rent, if the landlord, in a notice to the tenant of increase in rent, specifies reasonable grounds for said increase, which grounds may include a substantial increase in market value due to remedial action under this chapter. ((~~In any action or eviction proceeding where the tenant prevails upon his claim or defense that the landlord has violated this section, the tenant shall be entitled to recover his costs of suit, including a reasonable attorney's fee, and where the landlord prevails upon his claim he shall be entitled to recover his costs of suit, including reasonable attorney's fee. PROVIDED FURTHER, That neither party may recover attorney's fees to the extent that their legal services are provided at no cost to them.~~))

Sec. 4. Section 8, chapter 279, Laws of 1977 ex. sess. as last amended by section 21, chapter 304, Laws of 1981 and RCW 59.20.080 are each amended to read as follows:

(1) Except as provided in subsection (2) of this section, the landlord shall not terminate a tenancy, of whatever duration except for one or more of the following reasons:

(a) Substantial violation, or repeated or periodic violations of the rules of the mobile home park as established by the landlord at the inception of the tenancy or as assumed subsequently with the consent of the tenant or for violation of the tenant's duties as provided in RCW 59.20.140 ((~~as now or hereafter amended. The tenant shall be given written notice of a fifteen day period in which to comply or vacate~~)). The tenant shall be given written [illegible] The notice shall state that failure to cease the violation of the rule or any subsequent violation of that or any other rule shall result in termination of the tenancy, and that the tenant shall vacate the premises within fifteen days: PROVIDED, That for a periodic violation the notice shall also specify that repetition of the same violation shall result in termination: PROVIDED FURTHER, That in the case of a violation of a "material change" in park rules with respect to pets, tenants with minor children living with them, or recreational facilities, the tenant shall be given written notice under this chapter of a six month period in which to comply or vacate((~~. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination~~));

(b) Nonpayment of rent or other charges specified in the rental agreement, upon five days written notice to pay rent and/or other charges or to vacate;

(c) Conviction of the tenant of a crime, commission of which threatens the health, safety, or welfare of the other mobile home park tenants. The tenant shall be given written notice of a fifteen day period in which to vacate;

(d) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobile homes or mobile home living within a reasonable time after the tenant's receipt of notice of such noncompliance from the appropriate governmental agency;

(e) Change of land use of the mobile home park including, but not limited to, conversion to a use other than for mobile homes or conversion of the mobile home park to a mobile home park cooperative or mobile home park subdivision: PROVIDED, That the landlord shall give the tenants twelve months' notice in advance of the proposed effective date of such change.

(2) A landlord may terminate any tenancy without cause. Such termination shall be effective ((~~six~~)) twelve months from the date the landlord serves notice of termination upon the tenant or at the end of the current tenancy, whichever is later: PROVIDED, That a landlord ((~~may~~)) shall not terminate a tenancy for any reason or basis which is prohibited under RCW 59.20.070 (3) or (4)((~~, as now or hereafter amended,~~)) or is intended to circumvent the provisions of (1)(e) of this section.

(3) Within five days of a notice of eviction as required by subsection (1)(a) or (2) of this section, the landlord and tenant shall submit any dispute, including the decision to terminate the tenancy without cause, to mediation. The parties may agree in writing to mediation by an independent third party or through industry mediation procedures. If the parties cannot agree, then mediation shall be through industry mediation procedures. A duty is imposed upon both parties to participate in the mediation process in good faith for a period of ten days for an eviction under subsection (1)(a) of this section, or for a period of thirty days for an eviction under subsection

EXHIBIT F

SENATE BILL REPORT

ESSB 5482

AS PASSED SENATE, MARCH 12, 1993

Brief Description: Defining rights of tenants in mobile home parks.

SPONSORS: Senate Committee on Trade, Technology & Economic Development (originally sponsored by Senators Skratek, M. Rasmussen, Spanel, Prentice, Franklin, McAuliffe, A. Smith, Drew and von Reichbauer)

SENATE COMMITTEE ON TRADE, TECHNOLOGY & ECONOMIC DEVELOPMENT

Majority Report: That Substitute Senate Bill No. 5482 be substituted therefor, and the substitute bill do pass.
Signed by Senators Skratek, Chairman; Sheldon, Vice Chairman; Bluechel, Deccio, Erwin, M. Rasmussen, and Williams.

Staff: Traci Ratzliff (786-7452)

Hearing Dates: February 19, 1993; March 2, 1993

BACKGROUND:

Development pressures, particularly in urban areas, have resulted in the conversion of mobile home parks to other uses at an alarming rate. As a result, a significant number of mobile home park tenants, many of whom are elderly and low income have been forced to find alternative living arrangements. This is increasingly difficult, given the low vacancy rate in many parks in this state.

It is suggested that mobile home park tenants should be given the opportunity to purchase the mobile home park in which they live should it become available for sale.

Mobile home park owners have also expressed a desire to be able to purchase mobile homes that are put up for sale in their parks.

The Mobile Home Landlord Tenant Act regulates the relationship between the owner of a mobile home park and the tenants of the park. Key provisions of the act require the tenant be offered a written rental agreement for a term of at least one year, require the tenant be provided with a copy of all park rules, prohibit entrance fees or exit fees, prohibit certain actions by the landlord, and specify the duties of the landlord and the tenant. Thirty-two other states have established Mobile Home Landlord Tenant Acts.

Under current law, a landlord is authorized to terminate any tenancy without cause if at least one year's notice is provided. In addition, a tenant may be evicted for the

following re[illegible] substantial repeate[illegible].ations of park rules; nonpayment of rent; conviction of a crime which threatens the health and safety of other tenants; failure to comply with state and local laws; change in land use of the park; and engaging in drug related activity.

SUMMARY:

Qualified tenant organizations, consisting of 60 percent of the tenants in a mobile home park, that provide a written notice to the mobile home park owner of their intention to purchase the park must be notified by the park owner if an agreement to purchase the park is reached with a prospective buyer.

The tenant organization has 30 days after the notice is received from the park owner to present a fully executed purchase and sale agreement to the owner along with 2 percent of the agreed purchase price. The agreement must be as favorable to the park owner as the original agreement. If the above conditions are met, the park owner must sell the mobile home park to the tenant organization.

The tenants must be ready to close the sale under the same terms as contained in the original purchase agreement.

Conditions under which a park owner may sell to another buyer are outlined.

In the event the park owner violates the notice provisions of the act and proceeds with the sale of the park, the sale may be voided by a superior court.

The Department of Community Development may make loans from the mobile home park purchase fund to: resident organizations for the financing of park conversion costs if a significant portion of the residents are low-income or infirm; or low-income residents of mobile home parks converted or planning to be converted to resident ownership. Additional loan eligibility requirements are outlined.

Loans may be made for terms of up to 30 years. The department shall establish the rate of interest to be paid on the loans. The department must obtain security for the loans.

The Department of Community Development may provide technical assistance to resident organizations desiring to convert a mobile home park to resident ownership.

Mobile home park owners are given the right of first refusal on mobile homes that are put up for sale in their parks. The mobile home park owner has ten days from the date of the home owner's notice of receiving a purchase agreement to provide the mobile home owner with a fully executed purchase and sale agreement and a down payment equal to 5 percent of the agreed purchase price. The mobile home owner must be ready to close the sale under the same terms of the original purchase agreement.

The sale or tr[illegible] of mobile home parks [illegible]bile homes to relatives are exc[illegible]ded from the right of [illegible]rst refusal provisions.

Modifications to the Mobile Home Landlord Tenant Act: Mobile home park rules can only be enforced against a tenant if: (1) their purpose is to promote the convenience, safety or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities that are generally available to tenants; (2) they are reasonably related to the purpose for which they are adopted; (3) they apply to all tenants in a fair manner; (4) they are not for the purpose of evading an obligation of the landlord; and (5) they are not retaliatory or discriminatory in nature.

A mobile home landlord may no longer terminate tenancy in a mobile home park without cause. The list of reasons for which a mobile home tenant may be terminated is expanded. *

Recreational vehicles are specifically exempt from the eviction requirements of the Mobile Home Landlord Tenant Act.

Door-to-door solicitation by political candidates in mobile home parks and political forums or meetings of organizations that represent the interest of tenants may not be prohibited in mobile home parks.

A tenant that sells or transfers the title of his or her mobile home and the rental agreement for the mobile home lot to another individual is required to notify the landlord within 15 days of the intended transfer.

Landlords are given the authority to patrol the park grounds to assure that tenants are complying with all codes, laws, rental agreements and park rules.

Appropriation: none

Revenue: none

Fiscal Note: requested

TESTIMONY FOR: None

TESTIMONY AGAINST: None

TESTIFIED: No one

EXHIBIT G

FINAL BILL REPORT

ESSB 5482

C 66 L 93

SYNOPSIS AS ENACTED

Brief Description: Defining rights of tenants in mobile home parks.

SPONSORS: Senate Committee on Trade, Technology & Economic Development (originally sponsored by Senators Skratek, M. Rasmussen, Spanel, Prentice, Franklin, McAuliffe, A. Smith, Drew and von Reichbauer)

SENATE COMMITTEE ON TRADE, TECHNOLOGY & ECONOMIC DEVELOPMENT

HOUSE COMMITTEE ON TRADE, ECONOMIC DEVELOPMENT & HOUSING

BACKGROUND:

Development pressures, particularly in urban areas, have resulted in the conversion of mobile home parks to other uses at an alarming rate. As a result, a significant number of mobile home park tenants, many of whom are elderly and low income, have been forced to find alternative living arrangements. This is increasingly difficult, given the low vacancy rate in many parks in this state.

It is suggested that mobile home park tenants should be given the opportunity to purchase the mobile home park in which they live should it become available for sale.

Mobile home park owners have also expressed a desire to be able to purchase mobile homes that are put up for sale in their parks.

The Mobile Home Landlord-Tenant Act regulates the relationship between the owner of a mobile home park and the tenants of the park. Key provisions of the act require the tenant be offered a written rental agreement for a term of at least one year, require the tenant be provided with a copy of all park rules, prohibit entrance fees or exit fees, prohibit certain actions by the landlord, and specify the duties of the landlord and the tenant. Thirty-two other states have established Mobile Home Landlord-Tenant Acts.

A landlord is authorized to terminate any tenancy without cause if at least one year's notice is provided. In addition, a tenant may be evicted for the following reasons: substantial repeated violations of park rules; nonpayment of rent; conviction of a crime which threatens the health and safety of other tenants; failure to comply with state and local laws; change in land use of the park; and engaging in drug-related activity.

SUMMARY:

Qualified tenant organizations, consisting of 60 percent of the tenants in a mobile home park, that provide a written notice to the mobile home park owner of their intention to purchase the park must be notified by the park owner if an agreement to purchase the park is reached with a prospective buyer.

The tenant organization has 30 days after the notice is received from the park owner to present a fully executed purchase and sale agreement to the owner along with 2 percent of the agreed purchase price. The agreement must be as favorable to the park owner as the original agreement. If the above conditions are met, the park owner must sell the mobile home park to the tenant organization.

The tenants must be ready to close the sale under the same terms as contained in the original purchase agreement.

Conditions under which a park owner may sell to another buyer are outlined.

In the event the park owner violates the notice provisions of the act and proceeds with the sale of the park, the sale may be voided by a superior court.

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Mobile home park owners are given the right of first refusal on mobile homes that are put up for sale in their parks. The mobile home park owner has ten days from the date of the home owner's notice of receiving a purchase agreement to provide the mobile home owner with a fully executed purchase and sale agreement and a down payment equal to 5 percent of the agreed purchase price. The mobile home owner must be ready to close the sale under the same terms of the original purchase agreement.

The sale or transfer of mobile home parks or mobile homes to relatives are excluded from the right of first refusal provisions.

Mobile home park rules can only be enforced against tenants if: (1) the purpose is to promote the convenience, safety or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities that are generally available to tenants; (2) they are reasonably related to the purpose for which they are adopted; (3) they apply to all tenants in a fair manner; (4) they are not for the purpose of evading an obligation of the landlord; and (5) they are not retaliatory or discriminatory in nature.

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Recreational vehicles are specifically exempt from the eviction requirements of the Mobile Home Landlord-Tenant Act.

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A tenant that sells or transfers the title of his or her mobile home and the rental agreement for the mobile home lot to another individual is required to notify the landlord within 15 days of the intended transfer.

Landlords are given the authority to patrol the park grounds to assure that tenants are complying with all codes, laws, rental agreements and park rules.

VOTES ON FINAL PASSAGE:

Senate	41	0
House	98	0

EFFECTIVE: July 25, 1993